

2-0249
109-10
J. Hudson

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

BOARD OF CHOSEN FREEHOLDERS OF
HUDSON COUNTY

and

HUDSON COUNTY CRIMINAL IDENTIFICATION
OFFICERS ASSOCIATION

1979

THE CITY

AGREEMENT

This Agreement made on the 25th day of September
1971 between the Board of Chosen Freeholders of the
County of Hudson and the Hudson County Criminal Identification
Officers Association herein called the "Association".

Whereas, the Public Employment Relations Commission
has certified the Association as the exclusive bargaining
representative for all Hudson County Criminal Identification
Officers and excluding all others for the purpose of
collective negotiations with respect to wages, hours and
other terms of employment, therefore, the County and the
Association mutually agree as follows:

ARTICLE I

SALARY

A. Effective January 1st, 1974, all employees covered by this Agreement shall receive an annual salary increase of \$600 per annum.

B. Effective January 1st, 1975, all employees covered by this Agreement shall receive a further annual salary increase of \$750 per annum.

ARTICLE II

LONGEVITY PROGRAM

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth effective July 1, 1974, the following longevity program:

1. For employees with more than five years of service but not more than ten years of service - \$200 per annum;
2. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;
3. For employees with more than 15 years of service but not more than 20 years of service - \$600 per annum;
4. For employees with more than 20 years of service - \$800 per annum.

Fifty per cent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriate employee's annual salary rate (i.e. \$100, \$200, \$300, and \$400 per annum for the appropriate years of service); the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate.

Effective January 1, 1976, the longevity program in full shall be implemented. The longevity program shall be implemented only for full-time employees. Employees working

Article II - Longevity

less than a regular full-time schedule shall not be eligible for longevity.

ARTICLE III

OVERTIME

The practice in existence on the date of the signing of this agreement shall be continued for the duration of this agreement by the Hudson County Board of Chosen Freeholders, with respect to the payment of overtime.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

- A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.
- B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) days from the time the employee knew or should have known of its occurrence.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee

Article IV

involved and the Association representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such supervisor to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Personnel Director. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the

Article IV - Grievance

aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush, Esquire, Wayne, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Association equally.

The Association President, or his authorized representative may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present as observer at any hearing on the individual's grievance.

F. MANAGEMENT RIGHTS: The County hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and of the United States.

G. The employees retain all rights conferred upon them by law, including civil service laws and P.E.R.C.

ARTICLE V

VACATIONS

The existing vacation practice shall be continued
by the Board of Chosen Freeholders.

ARTICLE VI

DURATION

This Agreement shall extend from the date of signing thereof to December 31, 1975.

In the event that a new Agreement is not made by the expiration date hereof, each employee shall be compensated at the salary level attained as of January 1, 1975.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their county seal or corporate seal to be hereto affixed on this 25th day of September , 1974 .

HUDSON COUNTY CRIMINAL IDENTIFICATION
OFFICERS ASSOCIATION

William E. Byrne

BOARD OF CHOSEN FREEHOLDERS OF
HUDSON COUNTY

James H. Mallay
Director.

ATTEST:

Frank E. Rodgers, Clerk